

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400298

PRINT DATE: 01/30/15

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1900644901

KR CONTRACTING INC

223 N PROSPECT ST

STE 105

HAGERSTOWN, MD

(301 ) 797-7569

21740

### REFER QUESTIONS TO:

MICHELLE FRIERSON

(410 ) 767-3002

MICHELLE.FRIERSON@MARYLAND.GOV

**ITB:** 001IT819687

**EXPR DATE:** 02/01/18

**POST DATE:** 01/29/15

**DISCOUNT TERMS:** .

NET 30 DAY

**CONTRACT AMOUNT:**

325,593.60

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

H00 15 33471 0823 \$ 45,221.33

H00 16 33471 0823 \$108,531.20

H00 17 33471 0823 \$108,531.20

H00 18 33471 0823 \$ 63,309.87

SMALL BUSINESS RESERVE.

LIVING WAGE TIER:2

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	99046-GRDURM	LT	251,320.0000

SECURITY GUARDS SERVICE

TO PROVIDE UNARMED UNIFORMED GUARD SERVICE FOR THE MARYLAND DEPARTMENT OF GENERAL SERVICES AT THE MARY E.W. RISTEAU (BEL AIR) DISTRICT COURT/MULTI-SERVICE CENTER FOR A PERIOD OF THREE YEARS BEGINNING FEBRUARY 1, 2015 THROUGH JANUARY 31, 2018.

HOURLY BILLING RATE FOR GUARD: \$12.20

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0002	99046-GRDURM	LT	74,273.6000

SECURITY GUARDS SERVICE

TO PROVIDE UNARMED UNIFORMED GUARD SERVICE FOR THE MARYLAND  
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DISTRICT COURT/MULTI-SERVICE CENTER FOR A PERIOD OF THREE YEARS  
BEGINNING FEBRUARY 1, 2015 THROUGH JANUARY 31, 2018.

HOURLY BILLING RATE FOR GUARD SUPERVISOR: \$12.20

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE  
INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS,  
MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO,  
SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICA-  
TIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART  
OF THE BPO.

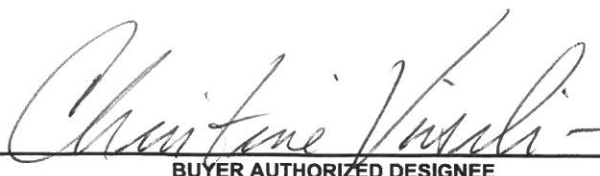
IF THE STATE OF MARYLAND OR OTHER REGULATOR BODY REQUIRES A  
LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED,  
PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

106-4210  
LICENSE NUMBER

7/31/2017  
DATE OF EXPIRATION

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY:

  
BUYER AUTHORIZED DESIGNEE

DATE:

1/30/15

**SECTION C - SPECIFICATION**  
**Maryland Department of General Services**  
**Mary E.W. Risteau District Court/Multi-Service Center (DC/MSC)**  
**Unarmed Uniformed Guard Service**  
**Invitation to Bid# 001IT819687**  
**eMarylandMarketplace Solicitation# MDDGS31017176**  
**Small Business Reserve Procurement**

**GENERAL INFORMATION**

A. This ITB has been issued by:

Michelle Frierson, CPPB, Procurement Officer Lead  
Maryland Department of General Services  
Email – Michelle.Frierson@maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

B. This ITB is to be read and construed as a whole.

1. Prospective Bidders who have received this document from a source other than eMaryland Marketplace <https://emaryland.buyspeed.com> or from the Procurement Officer should immediately register on eMaryland Marketplace so that any changes or additional materials related to this ITB can be sent to them.
2. Bidders agree to fully comply with each and every section, subsection and addendum of this solicitation. Failure to comply may result in the rejection of the Bid. Bidders shall not change or alter **any** Attachment or alter **any** State attachments or the Bid may be rejected.
3. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time.
4. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB. DGS is not responsible for notifying Bidders of amendments to this ITB other than by posting amendments on eMaryland Marketplace.
5. Small and Minority Business Enterprises are encouraged to respond to this solicitation.

1. **BACKGROUND**

This Uniformed Guard Contract pertains to the Mary E.W. Risteau District Court/Multi-Service Center, located at 2 S. Bond Street, Bel Air, Maryland 21014, which is managed under the authority of the Department of General Services, Facilities Operations an agency of the State of Maryland. The intent of this contract is to provide quality Unarmed Uniformed Guard Services to the Mary E.W. Risteau District Court/Multi-Service Center.

2. **SCOPE OF WORK**

- 2.1. The contractor shall develop a security management plan within thirty (30) days of the start date, and furnish all labor, supplies and equipment necessary to provide uniformed guard services to this facility in strict conformance with the methods and conditions specified in these Detailed Specifications.
- 2.2 The contractor shall provide twenty-four (24) hour security guard service seven (7) days a week, three hundred sixty-five (365) days a year. Guards shall provide full coverage within the limits of their authority.
- 2.3 Guards shall be required to operate a metal detector, and complete entrance and exit logs. Guards shall assist in maintaining a safe environment inside and outside of the facility for the public and staff as well as the grounds surrounding the facility.

3. **TERM OF CONTRACT**

The contract shall be for **three (3) years** beginning **February 1, 2015** at 12:00 a.m. through **January 31, 2018** at 11:59 p.m.

4. **PRE-BID CONFERENCE/SITE VISIT**

Each Bidder or their representative must attend the scheduled Pre-Bid Conference/Site Visit. Normally, attendance at the Pre-Bid is not mandatory. However, if there is any Minority Business Enterprise (MBE) Goal whatsoever on this solicitation, Bidders or Offerors or their representative, including those Bidders or Offerors that are certified MBE's, are required to attend Pre-Bid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBE's. (See COMAR 21.11.03.09 C. (2) (e)).

**IF THE BIDDER OR THEIR REPRESENTATIVE DOES NOT ATTEND THE PRE-BID CONFERENCE THEIR BID WILL BE REJECTED AS NOT RESPONSIVE.**

In addition, it is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Pre-Bid Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal. Finally, MBE Subcontractors are encouraged to attend the Pre-Bid Conference/Site Visit to 'market' their participation to potential prime contractors.

**The Pre-Bid Conference/Site Visit is scheduled at 10:30 a.m. on October 15, 2014 at Mary E.W. Risteau District Court/Multi-Service Center, 2 South Bond Street, Bel Air, Maryland 21014.** At the scheduled Pre-Bid Conference/Site Visit, each Bidder will be permitted to examine the building, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Bidder to familiarize himself/herself fully with the building and the contents of the specifications of this solicitation. Failure to do so does not relieve the successful Bidder from their obligation to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid. **For more pre-bid conference/site visit information, contact DGS Procurement Officer, Michelle Frierson, CPPB at (410) 767-3002.**

5. **STATE HOLIDAYS**

The building shall be serviced according to the weekend schedule for the following Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And all other additional days authorized by the Governor, plus official general election holidays and Service Reduction Days.

6. **NUMBER OF GUARDS AND GUARD SCHEDULES**

- 6.1 The standard operating hours of the Mary E. W. Risteau DC/MS is Monday through Friday 7:00 a.m. to 5:00 p.m.; However, continuous security guard services shall be provided twenty-four (24) hours and day, seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays.
- 6.2 Work Week Defined: For purposes of this agreement, the work week shall commence with shifts beginning at 12:01 a.m. on Sunday and end the next following Saturday at 12:00 midnight.
- 6.3 The number of uniformed guards and schedule of service shall be approximately as follows:

Monday through Friday, except Holidays:		
Watch 1:	8:00 a.m. to 4:00 p.m.	1 guard (8 hours) = On-Site Supervisor
Watch 2:	4:00 p.m. to 12:00 midnight	1 guard (8 hours)
Watch 3:	12:00 midnight to 8:00 a.m.	1 guard (8 hours)

Saturdays, Sundays and State Holidays:

Watch 4:	8:00 a.m. to 4:00 p.m.	1 guard (8 hours)
Watch 5:	4:00 p.m. to 12:00 midnight	1 guard (8 hours)
Watch 6:	12:00 midnight to 8:00 a.m.	1 guard (8 hours)

- 6.4 The Contractor shall provide the 8:00 a.m. – 4:00 p.m. Monday through Friday watch; *watch 1*, with an On-site Supervisor. The On-site Supervisor shall be responsible for the security plan and all guards assigned to the facility and be available twenty – four (24) hours a day seven (7) days a week to confer with the Regional Manager or designee within one (1) hour of notification by the Facility.

## 7. **SECURITY MANAGEMENT PLAN**

The contractor shall develop a security management plan, site policies and specific emergency procedures for the facility to implement the written instructions provided to the contractor by the Regional Manager, which shall comply with established security procedures and practices and shall conform to all legal restrictions. This plan will address the total security needs of the facility including, but not limited to the following:

- 7.1 Recommended post assignments, post instructions for all posts and all shifts.
- 7.2 Recommended courses of action to deter pilferage, theft, vandalism and unlawful entry.
- 7.3 Recommended procedures for emergency notifications and police contacts.
- 7.4 Recommended procedures for Emergency and security alarms.
- 7.5 Recommended procedures for bombs and incendiary device threats and discovery.
- 7.6 Recommended procedures for Fire and rescue actions for sick and/or injured persons.
- 7.7 This plan shall be submitted to the Regional Manager for review no later than (30) days prior to start of contract.

## 8. **ORGANIZATIONAL CHART**

- 8.1 Within five (5) working days following the award of this contract, the contractor shall submit to the Regional Manager or designee, a local organizational chart. The chart shall clearly identify each position in the Contractor's organization beginning with the highest local position in his/her chain of command and list in descending order his/her subordinate positions that will, or may manage or supervise the Contractor's employees during the term of this contract.
- 8.2 For each position given, a telephone number where the Regional Manager or designee may reach that person during normal working hours and at least one (1) telephone number

where the Contractor or his/her representative can be reach on a seven (7) day a week, twenty four (24) hour a day basis.

- 8.3 The organizational chart shall be maintained current at all times during the full term of this contract, and should a change occur during this contract period, the Contractor shall notify the State in writing, specifying any changes.
- 8.4 The Contractor shall submit a list of the Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised within five (5) days of any changes in the Contractors management employees who have responsibility for this contract.

## **9. STANDARDS AND QUALIFICATIONS OF GUARDS**

In order to be considered, the bidder must have experience in the provision of commercial security unarmed uniformed guard service and must demonstrate sufficient staff availability and organizational abilities to provide consistent and continuous services as required in this specification.

- 9.1 The Contractor shall ensure that each security guard assigned to this State facility shall meet the following minimum qualifications:
  - 9.1.1 Each guard shall be a US citizen or registered resident alien and shall be a minimum twenty-one (21) years of age.
  - 9.1.2 Each guard shall possess a High School diploma or equivalency certificate.
  - 9.1.3 Each guard shall have the ability to speak, read, and write English in a clear and concise manner and have the ability to apply and understand printed rules, directions, detailed orders, training materials and must be able to fill-out any paper work as required by the Regional Manager or designee.
  - 9.1.4 Each guard shall have no record of criminal convictions or be on criminal probation. All guards must pass the back ground check by the District Court.
  - 9.1.5 Each guard shall be in good general health without obvious physical impairments or abnormalities that may interfere in the performance of his/her duties.
  - 9.1.6 Each guard shall be able to stand and/or walk for an entire shift, run, climb stairs or ladders, be capable of self-defense and be able to lift/carry objects weighing up to fifty (50) pounds.
  - 9.1.7 Each guard shall be able to maintain poise, self-control and have the ability to meet and deal positively and courteously with the general public.



- 9.1.8 Each assigned guard shall complete training consistent with that outlined under Section 10, TRAINING, of this specification.
- 9.2 The Agency may require that the Contractor immediately remove any guard from the worksite who does not meet the qualifications of the contract or who is found to be unfit for security duty.
- 9.3 The Contractor shall submit a list of Contractors management employees who may visit the facility, prior to the start of the contract. Subsequently, that list shall be revised within.
- 9.4 The Contractor must provide copies of the following to the Regional Manager or designee at the time of the guard assignment and to the Procurement Officer when requested:
- 9.4.1 A copy of the guard license for the State of Maryland; COMAR TITLE 19, subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.

Each guard provided under this contract shall be either: (1) certified as a security guard by the Secretary of the State Police; or (2) meet one of the exceptions to security guard certification under Maryland law.

Two (2) exceptions:

- a. A licensed security guard Agency may provide an uncertified individual if the security guard agency has submitted the application, fingerprint cards and records fee for the individuals certifications and the Secretary of the State Police has not disapproved the application.
  - b. If the security guard is currently certified by the Maryland Police and Correctional Training Commission as a police officer, the security guards not required to also be certified as a security guard.
- 9.4.2 A copy of the Contractors Maryland License;
- 9.4.3 The type of background investigation conducted prior to hiring of guard(s), to include a listing of all records and areas of investigation;
- 9.4.4 Fingerprint reports from State and Federal Authorities;
- 9.4.5 Completed guard employment application and clearance authorization card;
- 9.4.6 Signed waivers and/or releases are necessary for the Contractor to legally provide this information and are the responsibility of the Contractor;

**Failure to provide any of the above information or documentation may result in your**



**bid being determined non-responsive.**

**10. TRAINING**

- 10.1 This section of the contract shall take effect thirty (30) days prior to the actual placement of guards within the facility. During this thirty (30) day period, the contractor is to train guards assigned to this contract. Guards shall not be assigned to this facility who have not received the training called for under this section.
- 10.2 The Contractor is to develop and present a training course, in which the Contractor is to give each guard prior to work assignment at the facility.
- 10.3 The contractor shall certify and submit to the State written evidence that all of the guards to be assigned to this facility have been trained in the following subjects and have demonstrated a thorough understanding of the training received.

	<u>Number of Hours</u>
Duties, General Orders and Post Instructions .....	2
Preparation of Reports & Forms .....	2
Communication Procedures & Equipment .....	1
First Aid .....	2
Uniforms & Appearance .....	1

- 10.4 Each guard assigned to this facility will be required to have eight (8) hours of on-site training in addition to the (8) hours required by the contractor.

**11. ON SITE SUPERVISOR**

- 11.1 The Contractor must provide the 8:00 A.M. - 4:00 P.M. shift with an on-site **uniformed** supervisor who will be responsible for the security plan and all guards assigned to the facility and will be readily available to confer with the Regional Manager or designee upon their request.
- 11.2 The on-site supervisor shall be available on a 24 hour per day, 7 day per week basis and will respond to the facility to direct security operations as needed or requested by the Regional Manager or designee.

**12. GUARD RELIEF AND LENGTH OF TOUR**

- 12.5 All guards shall report for duty and begin their shift operation at the time specified and

shall remain on duty until properly relieved. Nothing in the contract shall authorize the guard to leave their post until properly relieved.

- 12.6 It shall be understood by both parties that personnel performing guard duties must be mentally and physically alert at all times. No guard shall be assigned to perform guard duty under this contract that has worked in excess of sixteen (16) hours in a twenty-four (24) hour working day, except in the case of an emergency and only with the prior approval of the Regional Manager or designee.

### 13. **GUARD DUTIES**

- 13.1 Guard the premises against fire, theft, pilferage, malicious injury, damage, destruction and unlawful entry in accordance with the facility's security plan.
- 13.2 Make one (1) building round per shift during Watch 2 (after normal working hours), Watch 3 and Watches 4, 5 and 6.
- 13.3 Maintain an after-hours log **permitting only authorized persons to enter after regular building hours.**
- 13.4 Report in writing any unusual occurrences which happen during the course of their tour of duty.
- 13.5 Open building areas for janitorial personnel, check area after cleaning and re-secure area.
- 13.6 Inspect bags, packages, boxes and parcels after hours to prevent theft.
- 13.7 Control parking in permit and restricted parking areas.
- 13.8 Direct individuals to agencies in the building.
- 13.9 Raise and lower the United States and Maryland flags.
- 13.10 Observe activities of individuals in the building to insure that building rules and policies are observed by requesting compliance. Should an individual ignore the request for compliance, the guard is to immediately notify the Regional Manager or designee.
- 13.11 Participate in scheduled fire drills.
- 13.12 Participate in scheduled disaster control drills.
- 13.13 Patrol the parking areas, to prevent theft and vandalism to vehicles, and other unlawful activity.
- 13.14 Adhere to proper notification procedures in the event of any unusual situation.

- 13.15 Make hourly calls to the Department of General Services, Annapolis Security office between the hours of 6:00 p.m. and 6:00 a.m.
- 13.16 Obtain information and complete a Department of General Services **Incident Report** on all incidents which occur during their tour.
- 13.17 In case of emergencies call 911 and notify the **General Services Management Office**.
- 13.18 Responsible for a contractor's signing in and out of building and notifying Department of General Services of a contractor on site.
- 13.19 Allow only authorized personnel access in such areas as mechanical rooms, electrical rooms, telephone room, shipping and receiving, etc.
- 13.20 Initiate report to work call to Multi-Service Center maintenance staff during snow removal operations.
- 13.21 **Metal Detectors: Guards will be required to operate metal detectors as deemed necessary by the Regional Manager or Designee.**

14. **GUARDS SHALL NOT**

- 14.1 Carry any weapons such as guns, knives, night sticks, mace, etc.
- 14.2 Use force except to defend themselves or others when in immediate danger.
- 14.3 Make any verbal or written statement about the facility or any incident or circumstance without the express approval of the Regional Manager or designee.
- 14.4 Engage in any unauthorized investigation or detective work.
- 14.5 Surrender keys to any unauthorized individual without the express approval of the Regional Manager or designee.
- 14.6 Remove keys, supplies or equipment from the facility.
- 14.7 Make personal telephone calls except in case of extreme emergency. In this event, the public pay telephone will be used.
- 14.8 Eat or drink while on duty, except during breaks or specified lunch times; such exceptions will be confined to the guard offices and the employee lunch room.
- 14.9 Smoke or chew tobacco in any area of the building while on or off duty.
- 14.10 Turn on or off the equipment of State agencies.

- 14.11 Confiscate any money inadvertently left on desks or tables.
- 14.12 Guards are not permitted to bring their children to work, baby sit or bring pets to work while on duty.
- 14.13 Guards are not permitted to have visitors throughout their shift.
- 14.14 Fraternizing with clients, employees and other guards is not permitted while on duty unless it is related to agency business.
- 14.15 There will be no congregating at any post or security desk.

**15. GUARD LOGS**

- 15.1 All guards shall sign in and out in the guard's log which shall be furnished by the Regional Manager or designee. At the beginning of each shift, the guard shall prepare the log by assigning that day's date in the upper right hand corner of the sheet. Each guard on duty on that shift will then print their name followed by their signature in the upper left hand corner of the sheet.
- 15.2 All entries in the guard's log shall be printed and readable. Any falsification of information written in the guard's log is grounds for denying payment to the contractor for all shifts containing false entries.
- 15.3 At the conclusion of each shift, the guard will bring the guard log to the Regional Manager's office. The guard will make a report of all incidents occurring on that shift.

**16. GUARD'S UNIFORMS**

All guards shall arrive ready for duty completely uniformed to include:

- 16.1 Uniform hat;
- 16.2 Uniform shirt with patch identifying the name of the security company;
- 16.3 Uniform tie;
- 16.4 Uniform trousers;
- 16.5 Uniform shoes;
- 16.6 Uniform winter coat or rain gear with patch identifying the name of the security company, as the season and weather dictate;

16.7 All uniforms must comply with OSHA, MOSHA and other local, State or Federal statutes.

16.8 Identification Badge and Name Tag

**17. GUARD EQUIPMENT**

Equipment as specified below is to be issued and paid by the contractor, for all guards while on duty:

17.1 Flashlight and all replacement batteries;

17.2 Other equipment as may be agreed upon as part of the terms of this contract.

**18. GUARD'S UNIFORM EXPENSE**

Maryland Annotated Code, Labor and Employment Article, Section 3-503, provide that employers pay for the cost, maintenance and upkeep of uniforms and cannot pass these costs onto employees. This provision applies to uniform bearing the logo, patch or any other special identifying features or is unique to the company.

**19. GUARD'S APPEARANCE**

19.1 Hats must be worn at all times both indoors and outdoors.

19.2 Badges must be worn on the outer garment easily visible.

19.3 Name tags, similar to those used by the military or police departments, shall be worn and visible to the general public.

19.4 All guards shall have an acceptable hair-cut, similar to police department standards.

19.5 All guards must be clean shaven; no beards will be permitted and where mustaches are worn, they must be neatly trimmed.

19.6 Uniforms must fit properly and must be cleaned and pressed.

19.7 Shoes must be in good repair and be polished.

19.8 Uniforms shall be worn in a military manner.

19.9 All guards assigned shall wear identical uniforms.

**20. ARRESTS AND COMPLAINTS**

Guards shall not sign a complaint on behalf of any State agency, and any request by local, State or Federal government authorities to sign a complaint must be referred to Regional Manager or designee.

21. **RESPONSIBILITY FOR KEYS**

It is the responsibility of the contractor and his/her employees to ensure the safe keeping of all keys that have been assigned to them. In the event that any assigned key is lost or stolen, the contractor is responsible for any cost associated with re-keying or replacement of the locks involved. Any lost or stolen key will be reported to the Regional Manager or designee **immediately**.

22. **LINE OF RESPONSIBILITY**

It has been determined that the best interests of the State cannot be served by having one company furnishing both janitorial and uniformed guard services at the same Multi-Service Center. In order to establish clear lines of responsibility, it is required that the aforementioned services be provided by separate contractors. Therefore, the State reserves the right to make a determination that a bidder under this uniformed guard service solicitation is not responsible in the event the bidder (or its affiliate or subsidiary) is or will be providing janitorial service at any of the facilities covered by this solicitation during the term of the contract to be entered into as a result of this solicitation.

23. **THE STATE AGREES**

23.1 To provide written instructions specifying the days and hours of the week uniformed guard service is to be provided, tours of duty required, duties to be performed by each guard and location of guard posts. This information will be prepared by the Regional Manager or designee and furnished to the successful bidder after the award of the contract. The Regional Manager or designee may make changes in any of these instructions at any time, except where time and circumstances dictate, forty-eight (48) hour notice of these changes will be furnished to the contractor.

23.2 That all persons performing work under this contract shall, at all times be recognized as Contract Guard Service employees under the control of the contractor. However, the contractor, his/her agents, and employees shall in the performance of services hereunder, comply with written or verbal instructions received from the Multi-Service Center Superintendent, Assistant Superintendent, Regional Manager or designee.

23.3 Not to solicit the contractor's employees for hire. However, it cannot accept responsibility for the Equal Employment Opportunity Program of the Department of Personnel which provides equal job consideration and certification to all job applicants.

24. **STATE'S RIGHT TO REJECT OR REMOVE GUARDS**

24.1 The contractor agrees that upon request of the Regional Manager or designee, they will immediately remove any of their employees who, failed to meet requirements of the specifications.

- 24.2 **Automatic rejection:** The contractor is advised that it takes approximately seven (7) to (10) ten working days to clear an applicant for this position. Any applicant who has not been cleared through a background check before assignment here will be automatically rejected from service at this center, and the contractor held 100% accountable for this employees behavior while on duty at this facility.

25. **REPLACEMENT OF GUARDS**

The successful bidder must be able to furnish qualified replacements and/or extra guards within one hour of notification of the need for replacement or extra guards. Qualified replacements and/or extra guards shall be thoroughly familiar with the duties and responsibilities of guards at this center, or must be so instructed by the contractor's supervisor at the center in such a manner as to insure that the guard is thoroughly familiar with all duties and responsibilities of that assignment. The On-site Supervisor must remain at the center to supervise the new guard's activities for no less than one (1) hour after the end of such training to insure the new guard is able to fully perform the full range of duties in a professional manner.

26. **GUARD ASSIGNMENT**

- 26.1 The contractor shall provide the number of uniformed guards requested by the Superintendent, Assistant Superintendent or Regional Manager or designee.
- 26.2 Individual guards must be assigned on a permanent basis to this contract and may not be transferred to any other location without the consent of the Regional Manager or designee.
- 26.3 If the State finds it necessary to assign State personnel to provide security for any shift and/or portion of any shift for which the contractor was responsible under this contract, the State reserves the right to refuse payment for that period of time the contractor failed to provide the service and to hold the contractor liable for any wages paid to the State personnel while same was required to perform security duties normally performed by the contractor.

27. **PENALTY FOR FAILURE TO PROVIDE GUARDS**

If the Regional Manager or designee finds it necessary to assign State personnel to provide security of any amount of time for which the Contractor is responsible under this contract, the Regional Manager reserves the right to refuse payment for the period of time that the contractor failed to provide service, and to hold the contractor liable for any wages paid to State personnel to perform security duties normally performed by the contractor.

28. **SELECTION OF GUARD PERSONNEL**

The Regional Manager, or designee, must interview each individual guard performing a service at this Multi-Service Center prior to their assignment. The above authority may refuse assignment to any individual who in his/her opinion does not meet the standards of the Department of General Services,



or the experience or qualifications desired by the State. The individual being interviewed by the on-site authority shall be accompanied by a representative of the contractor who shall have prepared in advance of the interview:

- 28.1 The person's application.
- 28.2 A copy of certification of the education requirements.
- 28.3 Two (2) copies of the background investigation conducted by the District Court.
- 28.4 Reference check of past employers.

29. **AUTHORIZATION FOR ACCESS TO RECORDS AND DOCUMENTATION**

On award of contract the company and applicant of company that is to be assigned to this contract shall present the following documentation:

- 29.1 A signed Authorization to Access of Records form.
- 29.2 The person's completed application.
- 29.3 A copy of certification of the education of the education requirements.
- 29.4 Reference check of past employers.
- 29.5 The applicant must pass the background check and meet the standards of the Department of General Services.
- 29.6 Applicant will not be interviewed if all of the above information is not received prior to interview.

30. **RECORD CHECK PROCEDURE**

The following procedure is to be utilized to obtain record checks for personnel applying for security or janitorial positions in facilities occupied by the District Court of Maryland and managed by the Department of General Services.

- 30.1 The form will be maintained by the Regional Manager or designee and will be reproduced by them as needed.
- 30.2 Following completion, the Regional Manager or designee will forward the completed form to the Administrative Clerk or County Clerk of the District Court of Maryland.
- 30.3 The clerk will complete the record check and:

- 30.3.1 If no record is found the District Administrative Judge or designee will indicate the District Court has no objection to the employment of the applicant. This will be accomplished within ten (10) days of receipt of the form.
- 30.3.2 If a record is discovered, the documentation will be forwarded to the District Administrative Judge for review. The Administrative Judge will determine if a reason for objection to employment exists, he or she will consult with the Chief Judge of the District Court. Any objection will be a joint decision between the Administrative Judge and the Chief Judge. The Administrative Judge will mark the appropriate information on the form and the form will be returned to the building manager. This process may possibly take more than ten (10) days of completion, but every attempt will be made to keep the time period at a minimum.
- 30.4 In every instance the form will be appropriately marked indicating the District Court does not object to the employment of the applicant. A copy of the form will be maintained by the Administrative Clerk/County Clerk for a maximum period of one (1) year.
- 30.5 Due to the fact criminal history records are of an extremely sensitive nature, as well as the restrictions of the Department of Public Safety and/or the Criminal Justice Information System regarding the release of criminal history information, no documentation of such records will be returned to the building manager with the recommendation, nor will documentation be released to the applicant.
- 30.6 It is recommended that if the District Court objects to the hiring of the applicant, the building manager merely informs the applicant or the employment agency that said applicant does not qualify for a position in that particular facility or they do not meet the standards established by DGS.

### **31. CONTRACTORS INSURANCE**

The Contractor must furnish and keep in effect during the term of the contract the following:

- 31.1 General liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, including but not limited to Personal Injury liability coverage. This insurance must cover the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel, slander or other torturous conduct caused by any acts of the Contractor's employees.
- 31.2 Such Workmen's Compensation Insurance as is required by the laws of the State of Maryland. Unless the Procurement Officer otherwise agrees and before the Contractor begins work, the Contractor must submit any required certificates of insurance to the Procurement Officer for review and approval. The certificates shall be held by the Procurement Officer for the duration of the contract. The State shall have the absolute right to terminate the contract if any insurance policy is canceled at any time for any reason and a new policy is not obtained by the Contractor and approved by the Procurement

Officer. Unless the Procurement Officer otherwise agrees, the new policy must be effective as of the previous policy's date of cancellation.

### 32. **HOURLY BILLING RATES**

32.1 **Line 001** - the hourly billing rate submitted for **unarmed guards** for the estimated hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.

**Line 002** - the hourly billing rate submitted for **unarmed guard supervisor** for the estimated hours for non-overtime work regardless of the day of the week or hour of the day the work is to be performed.

32.2 The State shall not be responsible to pay overtime rates made necessary due to the contractor's failure to provide guards at non-overtime rates. Overtime which is the responsibility of the State must be approved in advance by the Regional Manager or Designee.

32.3 It shall be the contractor's responsibility to pay any shift differential for a substitute guard if a situation develops where a higher paid guard stands a watch for a lower paid guard.

32.4 These rates will be used in computing additions, or deductions from the Contractor's monthly payment, for changes to the specified duties and services, for extra work required by the State or for penalties imposed upon the Contractor as indicated elsewhere in the specifications. Each hourly rate shall include direct wages, all indirect expenses, materials and supplies normally used, use of any equipment and the contractors overhead and profit.

32.5 Contractor shall be responsible for **any** wage/rate increases during the term of this contract and such increases may not be passed on the State of Maryland once contract has commenced.

### 33. **PAYMENT TO THE CONTRACTOR**

33.1 At the end of each calendar month, the contractor shall render to the Regional Manager or his/her designee his account in duplicate for work done during the month. Invoices shall indicate the number of non-overtime work hours and the number of overtime work hours for the entire month. The contractor shall indicate his Federal Tax Identification or Social Security number on the face of each invoice. All invoices shall be addressed as follows:

Mr. Michael Ireland  
Department of General Services  
Elkton District Court/Multi-Service Center  
170 East Main Street  
Elkton, Maryland 21921-5949

33.2 Additions or deletions to the bid amount for changes to the scope of work shall be made in accordance with the hourly rates submitted with the bid.

33.3 Upon the occurrence of any of the acts or omissions listed below, or elsewhere in these Specifications, there shall be an equitable adjustment of the contract guard service charges to fairly reflect the reduced value of its services:

33.3.1 Failure to properly train guards in advance of assignment to assigned duties;

33.3.2 Failure to maintain complete records of all hours of each guard assigned to the Center engaged in working for which payment is computed on the basis of actual hours worked;

33.3.3 Failure to maintain complete records, reports and logs of events occurring on each assigned post for each tour of duty;

33.3.4 Falsification of any entries in the guard log by the contractor's personnel;

33.3.5 Improper or incomplete dress of guard;

33.3.6 Failure to conduct a proper background investigation of all guards assigned to the Center, including education requirement;

33.3.7 The State having to utilize State personnel to provide security when the contractor fails to do so under the provisions of this contract;

33.3.8 The contractor fails to adequately train extra or replacement guards as prescribed by these Specifications.

33.3.9 Guard asleep at post.

#### 34. **STATE'S RIGHTS**

Nothing in these conditions shall be deemed to limit the State's rights or remedies in the event the State's actual damage exceeds the amount withheld from billing. The State's failure, at any time, to require performance of the provisions shall in no way affect the State's rights to enforce it for subsequent occurrences.

#### 35. **PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER**

(Pursuant to: Section 7-227.1, State Finance and Procurement Article, Maryland Code; COMAR 25.03.02.02.) Every solicitation for a contract expected to exceed \$200,000 that requires Board of Public Works approval must include the following clause:

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT)

Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. For details, see Section B, paragraph 39 - Payment of State Obligations.

36. **HIRING AGREEMENT**

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the procurement officer within ten days following receipt of Notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified Maryland Temporary Cash Assistance customers to fill job openings resulting from this procurement, in accordance with 13-224, State Finance and Procurement Article.

37. **QUALIFICATIONS DETERMINING RESPONSIBLE BIDDERS**

- 37.1 All bidders must provide a copy of the guard license for the State of Maryland; COMAR TITLE 19, Subtitle 4 of the Maryland Code Annotated Business Occupation & Profession Article.
- 37.2 Prior to submitting a bid for the work described by this solicitation, the bidder shall have at least three (3) years of successful experience within the last five (5) consecutive years of bidding this contract of providing services of comparable type, scope, complexity and magnitude of services described in the solicitation. **Specifically; the bidder must have experience in providing twenty-four hour/seven day per week/three hundred sixty-five day a year (24/7/365) services.**
- 37.3 The bidder is required to attach references online with the bid response. At least three (3) and no more than five (5) references of companies or organizations for which the bidder provided comparable scope, type, size, magnitude and complexity to those specified in these specifications. References must be for services provided within the past five (5) consecutive years. Each reference must include the following:
- a. Name, Address, phone number and contact person.
  - b. Name and location of reference.
  - c. Term of contract.
  - d. Size and type of facility.
  - e. Type and complexity of services provided.
  - f. Amount of security personnel.
  - g. Coverage provided and number of shifts (24/7/365).

- h. Letters of testament are optional.

Failure to provide any of the above information or documentation may result in your bid being determined non-responsive.

**38. TO BE SUBMITTED WITH THE BID**

The following documents are to be submitted online with the bid response, for the bid opening currently scheduled for **October 28, 2014 @ 11:00 a.m.:**

- a. Company Profile/References (see Section 37, *online attachment*);
- b. Completed Bid/Proposal Affidavit (see Section 39, *online attachment*);
- c. Completed Living Wage Affidavit (see Section 41, *online attachment*)
- d. Completed Small Business Reserve Affidavit (see Section 40, *online attachment*);
- e. A bid confirmation and a breakdown of your bid, to include: hourly billing rate, expenses, materials and supplies, taxes overhead, profit, etc...

**39. BID/PROPOSAL AFFIDAVIT**

The bid/proposal affidavit may be submitted with the bid electronically or mailed or hand carried to the attention to the Procurement Officer (Michelle Frierson, 301 W. Preston St., Rm. M-3, Baltimore, MD 21201). Failure to submit the bid/proposal affidavit may deem your bid non-responsible.

**40. SMALL BUSINESS RESERVE**

This is a Small Business Reserve (SBR) Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

**41. LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$13.39** per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least **\$10.06**

per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

**The contract resulting from this solicitation (#001IT819687) has been deemed to be a Tier 2 contract.**

**\*\*\*See the LIVING WAGE attachments to this solicitation\*\*\***

**\*\*\*Read all attachments thoroughly and retain for future reference\*\*\***

**42. BASE BID**

The Base Bid shall be the total of eMarylandMarketplace Lines 001 and 002, of the three (3) year price for providing unarmed uniformed guards and unarmed uniformed supervisor services at non-overtime rates as detailed in these specifications and calculated as follows:

Line 001 -	\$_____ X	20,600=	\$_____
	Hourly Billing Rate	Estimated Hours	Base Bid
	For Full-time guards	three (3) years	
Line 002 -	\$_____ X	6,088 =	\$_____
	Hourly Billing Rate	Estimated Hours	Base Bid
	For guard Supervisor	three (3) years	

**If the bidder fails to bid on all lines in eMarylandMarketplace, the Procurement Officer shall deem the bid non-responsive. The estimated hours listed are for evaluation purposes only and may be revised based on fund availability.**

**43. BASIS OF AWARD**

The contract will be awarded to the responsible bidder that submits the lowest responsive Base Bid. The State reserves the right to make adjustments to the estimated hours and schedule, prior to award based on fund availability.